

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION**

<b>In Re:</b>	§	<b>Chapter 11</b>
	§	
<b>Loadcraft Industries, Ltd.</b>	§	<b>Case No. 21-11018-tmd-11</b>
	§	
<b>Debtors.</b>	§	

**AFFIDAVIT OF TERRY MCIVER**

BEFORE ME, the undersigned authority, personally appeared TERRY MCIVER, who being duly sworn, deposed as follows:

“My name is TERRY MCIVER. I am over 18 years of age, of sound mind and capable of making this Affidavit. I am the managing sole member of Brady Plant Operators LLC, the general partner of Debtor Loadcraft Industries, Ltd., and the managing member of Defendant Glider Products, LLC. I have also been the CEO of Debtor Loadcraft since November of 2019. Accordingly, the factual averments stated in this Affidavit are within my personal knowledge and are true and correct.

“I have read Brady Plant Operators LLC’s Complaint and Request for Declaratory Judgment and Emergency Motion for Injunctive Relief and the factual averments contained therein are true and correct. Further, the attached Exhibits “A” through “F” to the complaint are true and correct copies of these documents.

Charles Hinkle was both CEO and CFO of Loadcraft from May of 2016 until November of 2019 and then continued as CFO until he abruptly left in early November of 2020 without notice. Further, in conjunction with the Alphonso Energy Ownership Agreement (Exhibit “A”), Charles Hinkle and Glorious Splendor Too LLC, a company related to Alphonso Energy LLC, were elected by me in my capacity as sole member of Brady Plant Operators LLC, as managers (along with myself) of Brady Plant Operators LLC, the general partner of Loadcraft Industries Ltd. In early 2021, after Mr. Hinkle quit his role of CFO of Loadcraft Industries Ltd., I executed the November 11, 2020 (effective date), removal of Charles Hinkle as a manager and replaced him with Grady

McIver (Exhibit "C"). Glorious Splendor Too LLC remained a manager as per the Alphonso Energy Ownership Agreement (Exhibit "A"). At no time since his abrupt departure and up to the time he executed the Corporate Resolution a few days ago (Exhibit "E") has Charles Hinkle even attempted to act as a manager or further the business of Loadcraft Industries Ltd. Just the opposite, he sued Loadcraft. Regardless, the filing of the bankruptcy petition and signature by Charles Hinkle as manager of Brady Plant Operators LLC were false, unauthorized and a gross misrepresentations of his status with Brady Plant Operators LLC and Loadcraft Industries Ltd.

Further, Mr. Hinkle met with the employees of Loadcraft Industries Ltd Friday morning, December 31, 2021, and upon information and belief, he changed the locks and instructed Gary Weatherman, the VP of Engineering, to call the police if either myself or Lou Collazo, the CFO, showed up on Monday, January 3, 2022, at the Loadcraft Plant, obviously attempting to block our access to the plant, our offices and our computers. Further, upon information and belief, Mr. Hinkle instructed the IT person to access our computers and block our access. It is unclear what other instructions or access Mr. Hinkle is attempting or contemplating, but these computers, mine and Collazo's, along with Controller Kendra Oldham, contain many privileged communications by and between or at the direction of our lawyers in the state court litigation styled ALPHONSO ENERGY LLC, CHARLES HINKLE and NESTOR OUTCOMES LLC, Plaintiffs, v. LOADCRAFT INDUSTRIES LTD., TERRY MCIVER, AND GLIDER PRODUCTS, LLC, Defendants and Third-Party Plaintiff, CAUSE NO. D-1-GN-21-002825, 98<sup>th</sup> Judicial District Court, Travis County, and from the pre-litigation communications concerning strategy and possible resolution. Further, these computers and offices contain personal and confidential information, as well as confidential information on my other business interests and entities. Access to this information by Plaintiffs in the state court action and failing to allow me access would cause irreparable and immediate harm to me and to my interests, as well as DEBTOR Loadcraft and Glider Products in both the state court litigation and in other related business and personal interests.

Yesterday, January 3, 2022, we received a new set of corporate resolutions from Alphonso Energy LLC, Nestor Outcomes LLC and Glorious Splendor LLC, attempting to remove Brady Plant Operators LLC as the general partner of DEBTOR Loadcraft Industries. (Exhibit "F") Again, their attempts to take over Loadcraft are misplaced under the terms of the Alphonso Agreement (Exhibit "A") and the Agreement of Limited Partnership of Loadcraft Industries Ltd., (Exhibit "B"), as they do not have the required votes from the limited partners and they then assert the same

claims that Hinkle's corporate resolution claimed, to wit, the right to fire me, lock me out, access my computer and personal information and take over DEBTOR Loadcraft's management and operations.

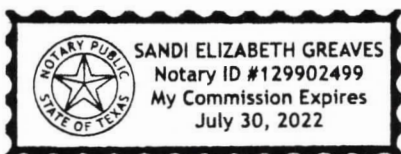
The blocking of our access and the attempts to take over control of DEBTOR Loadcraft Industries will also cause immediate and irreparable harm due to ongoing business and contractual obligations, along with ongoing negotiations with third parties for several advantageous and lucrative contracts with DEBTOR Loadcraft. Neither Hinkle nor Alphonso have had anything to do with the day-to-day operations of DEBTOR Loadcraft and do not know what is happening, what contracts and obligations are in place or the current management of the business to be a Debtor-in-Possession, and certainly will not be in a position to continue negotiations on prospective business dealings. Each day that Hinkle and Alphonso are allowed to operate and manage the DEBTOR will cause additional financial and economic harm to the DEBTOR.

Further Affiant sayeth not."



TERRY MCIVER, Sole Member of BRADY  
PLANT OPERATORS LLC, General partner for  
LOADCRAFT INDUSTRIES, LTD.

SUBSCRIBED AND SWORN TO BEFORE ME on January 4, 2022, by Terry McIver.

  
Notary Public, State of Texas